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A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

And

PRINCIPALS' ASSOCIATION OF LIVINGSTON

For the Period

From July 1, 1970 through June 30, 1971

THIS AGREEMENT is made and entered into this twenty-ninth day of June, Nineteen Hundred and Seventy (1970),

BETWEEN

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF LIVINGSTON, ESSEX
COUNTY, NEW JERSEY, hereafter
the "Board";

AND

PRINCIPALS' ASSOCIATION OF
LIVINGSTON, hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's employees consisting of the following regularly employed certificated personnel whether under contract or on leave employed by the Board: Principals, full-time Vice-Principals, Administrative Assistants, Coordinator of Elementary Instruction, Coordinator of High School Instruction, and Director of Special Services. (Unless otherwise indicated, as used herein the term "employee" shall refer to all employees covered in the described unit as above defined.)

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I
COMPENSATION

The salary schedule to obtain for employees covered in the unit shall be as set forth on Schedule A annexed hereto and made a part hereof.

ARTICLE II
CERTAIN HEALTH INSURANCE

The Board hereby agrees to provide certain health insurance, all in accordance with Schedule B annexed hereto and made a part hereof.

ARTICLE III
GRIEVANCE PROCEDURE

The grievance procedure to obtain shall be as set forth on Schedule C annexed hereto and made a part hereof.

ARTICLE IV
**SICK LEAVE, TEMPORARY AND EXTENDED
LEAVES OF ABSENCE, SABBATICAL LEAVES**

Sick leave rights and temporary and extended leaves of absence shall be as provided for on Schedule D annexed hereto and made a part hereof.

Sabbatical leaves shall be administered in accordance with Schedule E annexed hereto and made a part hereof.

ARTICLE V

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations concerning the terms and conditions of employment for the contract which shall succeed this agreement shall commence no later than the week of October 5th 1970, at which time all Association requests to the Board shall be submitted in writing. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent.

The aforesaid negotiations procedure can be modified by mutual agreement of both parties.

ARTICLE VI

DURATION OF AGREEMENT

This agreement dated as above shall take effect on July 1, 1970, and shall continue in full force and effect without change through June 30, 1971.

ARTICLE VII

ENTIRE AGREEMENT

This agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to

re-negotiate concerning said issues for the period covered herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

For the Board:

Secretary

President

For the Association:

Secretary

President

SCHEDULE A

of principals
All salary guides ~~of this unit~~ are based on the last twelve (12)
steps of the equivalency and training level of the Teachers'
Salary Guide for 1970-71.

LIVINGSTON BOARD OF EDUCATION
LIVINGSTON, NEW JERSEY

SALARY GUIDES - PRINCIPALS
1970-1971

Step	M	M-16	M-32
<u>High School - Ratio 1.64 **</u>			
1.	15,293	15,826	16,892
2.	15,785	16,318	17,548
3.	16,441	16,974	18,204
4.	17,097	17,630	18,860
5.	17,753	18,286	19,516
6.	18,409	18,942	20,172
7.	19,065	19,598	20,828
8.	19,721	20,254	21,484
9.	20,377	20,910	22,140
10.	21,033	21,566	22,796
11.	21,689	22,222	23,452
12.	22,345	22,878	24,108
*	23,001	23,534	24,764

Step	M	M-16	M-32
<u>Junior High School - Ratio 1.53 **</u>			
1.	14,257	14,765	15,759
2.	14,726	15,224	16,371
3.	15,338	15,836	16,983
4.	15,950	16,448	17,595
5.	16,562	17,060	18,207
6.	17,174	17,672	18,819
7.	17,786	18,284	19,431
8.	18,398	18,896	20,043
9.	19,010	19,508	20,655
10.	19,622	20,120	21,267
11.	20,234	20,732	21,879
12.	20,846	21,344	22,491
*	21,458	21,956	23,103

<u>Elementary - Ratio 1.32</u>			
1.	12,309	12,738	13,596
2.	12,705	13,134	14,124
3.	13,233	13,662	14,652
4.	13,761	14,190	15,180
5.	14,289	14,718	15,708
6.	14,817	15,246	16,236
7.	15,345	15,774	16,764
8.	15,873	16,302	17,292
9.	16,401	16,830	17,820
10.	16,929	17,358	18,348
11.	17,457	17,886	18,876
12.	17,985	18,414	19,404
*	18,513	18,942	19,932

<u>DIRECTOR OF SPECIAL SERVICES - Ratio 1.45</u>			
1.	12,760	13,195	13,630
2.	13,086	13,558	14,065
3.	13,521	13,993	14,500
4.	13,956	14,428	14,935
5.	14,536	15,008	15,515
6.	15,116	15,588	16,095
7.	15,696	16,168	16,675
8.	16,276	16,748	17,255
9.	16,856	17,328	17,835
10.	17,436	17,908	18,415
11.	18,016	18,488	18,995
12.	18,596	19,068	19,575
13.	19,176	19,648	20,155
*14.	19,756	20,228	20,735
15.	20,336	20,808	*21,315
			21,895

*All salaries below this line are based on a cost-of-living adjustment and not an extension of the guide.

**Twelve(12) month position.

ADDENDUM:

- (1) Additional for Earned Doctorate - \$800.
- (2) Increments - All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

LIVINGSTON BOARD OF EDUCATION
LIVINGSTON, NEW JERSEY

SCHEDULE A

SALARY GUIDES - 1970 - 1971

VICE PRINCIPALS, ADMINISTRATIVE ASSISTANTS, COORDINATORS OF INSTRUCTION

Step	M	M+16	M+32
<u>Vice Principals - High School</u> <u>12 month - 1.37 Ratio</u>			
1.	12,056	12,467	12,878
2.	12,364	12,810	13,229
3.	12,775	13,221	13,700
4.	13,186	13,632	14,111
5.	13,734	14,180	14,659
6.	14,282	14,728	15,207
7.	14,830	15,276	15,755
8.	15,378	15,824	16,303
9.	15,926	16,372	16,851
10	16,474	16,920	17,399
11	17,022	17,468	17,947
12	17,570	18,016	18,495
13	18,118	18,564	19,043
*14	18,666	19,112	19,591
15	19,214	19,660	20,139
			20,687

Step	M	M+16	M+32
<u>Vice Principals-Elementary and</u> <u>Junior High - 10 month - 1.17 Ratio</u>			
1.	10,296	10,647	10,998
2.	10,559	10,940	11,349
3.	10,910	11,291	11,700
4.	11,261	11,642	12,051
5.	11,729	12,110	12,519
6.	12,197	12,578	12,987
7.	12,665	13,046	13,455
8.	13,133	13,514	13,923
9.	13,601	13,982	14,391
10	14,069	14,450	14,859
11	14,537	14,918	15,327
12	15,005	15,386	15,795
13	15,473	15,854	16,263
*14	15,941	16,322	16,731
15	16,409	16,790	17,199
			17,667

Vice Principals - High School and
Coordinators of Instruction - 10 month
1.22 Ratio

1.	10,736	11,102	11,468
2.	11,011	11,407	11,834
3.	11,377	11,773	12,200
4.	11,743	12,139	12,566
5.	12,231	12,627	13,054
6.	12,719	13,115	13,542
7.	13,207	13,603	14,030
8.	13,695	14,091	14,518
9.	14,183	14,579	15,006
10	14,671	15,067	15,494
11	15,159	15,555	15,982
12	15,647	16,043	16,470
13	16,135	16,531	16,958
*14	16,623	17,019	17,446
15	17,111	17,507	17,934
			18,422

Administrative Assistants - Junior
High Schools - 10 months - 1.12 Ratio

1.	9,856	10,192	10,528
2.	10,108	10,472	10,864
3.	10,444	10,808	11,200
4.	10,780	11,144	11,536
5.	11,228	11,592	11,984
6.	11,676	12,040	12,432
7.	12,124	12,488	12,880
8.	12,572	12,936	13,328
9.	13,020	13,384	13,776
10	13,468	13,832	14,224
11	13,916	14,280	14,672
12	14,364	14,728	15,120
13	14,812	15,176	15,568
*14	15,260	15,624	16,016
15	15,708	16,072	16,464
			16,912

*All salaries below this line are a cost of living adjustment for the year 1970-71 and not an extension of the guide.

ADDENDUM:

- (1) Additional for Earned Doctorate - \$800.
- (2) Increments - All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

LIVINGSTON BOARD OF EDUCATION
LIVINGSTON, NEW JERSEY

SCHEDULE A

TEACHERS' SALARY SCHEDULE 1970 - 1971

STEP	BACHELOR	BACHELOR + 16	BACHELOR + 32	MASTER	MASTER + 16	MASTER + 32
1	7600.	8000.	8400.	8800.	9100.	9400.
1½	7675.	8083.	8500.	8913.	9225.	9550.
2	7750.	8175.	8600.	9025.	9350.	9700.
2½	7900.	8325.	8750.	9175.	9500.	9850.
3	8050.	8475.	8900.	9325.	9650.	10000.
3½	8200.	8625.	9050.	9475.	9800.	10150.
4	8350.	8775.	9200.	9625.	9950.	10300.
4½	8550.	8975.	9400.	9825.	10150.	10500.
5	8750.	9175.	9600.	10025.	10350.	10700.
5½	8950.	9375.	9800.	10225.	10550.	10900.
6	9150.	9575.	10000.	10425.	10750.	11100.
6½	9350.	9775.	10200.	10625.	10950.	11300.
7	9550.	9975.	10400.	10825.	11150.	11500.
7½	9750.	10175.	10600.	11025.	11350.	11700.
8	9950.	10375.	10800.	11225.	11550.	11900.
8½	10150.	10575.	11000.	11425.	11750.	12100.
9	10350.	10775.	11200.	11625.	11950.	12300.
9½	10550.	10975.	11400.	11825.	12150.	12500.
10	10750.	11175.	11600.	12025.	12350.	12700.
10½	10950.	11375.	11800.	12225.	12550.	12900.
11	11150.	11575.	12000.	12425.	12750.	13100.
11½	11350.	11775.	12200.	12625.	12950.	13300.
12	11550.	11975.	12400.	12825.	13150.	13500.
12½	11750.	12175.	12600.	13025.	13350.	13700.
13	11950.	12375.	12800.	13225.	13550.	13900.
13½	12150.	12575.	13000.	13425.	13750.	14100.
14	12350.	12775.	13200.	13625.	13950.	14300.
14½			13400.	13825.	14150.	14500.
15			13600.	14025.	14350.	14700.
						14900.
						15100.

*All salaries below this line are a cost of living adjustment for the year 1970-71 and not an extension of the guide.

ADDENDUM:

- (1) Additional for Earned Doctorate - \$800.
- (2) Teachers without degrees paid at 95% of proper step on the Bachelor's Guide.
- (3) Nurses - 1. With degrees, on the salary guide for teachers.
2. Without degrees, 90% of proper step on the Bachelor's column of the teachers guide.
- (4) Increments - All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

SCHEDULE B

HEALTH INSURANCE

Eligibility

All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.

Where both husband and wife are employed by the Board, each shall be entitled to the specified benefit.

Employees contracted for ten or more months each year shall be eligible for twelve months benefit coverage under this policy. Employees contracted for less than a ten month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.

The Board agrees to pay for the 1970-71 school year the cost of health coverage for all employees covered by this contract; these Board-paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, "Rider J" type coverage, and major medical coverage. Nothing else is to be included.

When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

SCHEDULE C

GRIEVANCE PROCEDURE

A. Statement of Purpose

An employee is encouraged to resolve his grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if satisfactory resolution is achieved at lower levels.

B. Definition of Terms

1. Grievance: A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.

2. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes or tutors, nor shall it include, in their capacity as such, employees of collateral ventures of the Board, such as the summer school or the Livingston Student Development Program.

3. Exclusions: However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein

SCHEDULE C (cont.)

(2) The Board of Education is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

C. General Principles

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination or reprisal in his employment by reason of such participation.

2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.

3. The aggrieved employee shall have the right to be represented at all stages of the procedure, by himself, by an appropriate officer or designee of his employee unit, and/or by counsel. When an employee will be represented, written notice must be given three (3) days in advance.

4. Stipulated times provided for herein are intended

SCHEDULE C (Cont.)

as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

5. This policy generally provides for three stages of procedure, and in the case of most employees it will operate at all stages.

However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefor as outlined herein.

6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this

SCHEDULE C (Cont.)

policy or the administration thereof in the particular case shall be null and void.

7. Determinations at the Stage II level may be made by an Assistant Superintendent or an Assistant Secretary-Assistant Business Administrator, provided both the aggrieved and the Superintendent or the Secretary-Business Administrator (as the case may be) mutually agree in advance to accept a hearing and determination by such an Assistant.

D. Stage I

An employee having a grievance shall present it in the first instance to his immediate superior within 60 calendar days after the occurrence of the event or events giving rise to the same. The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within 5 working days from the date of the original presentation of the grievance. The said advice may be given either orally or in writing in the discretion of the Stage I superior.

SCHEDULE C (cont.)

E. Stage II

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools, or with the Secretary-Business Administrator in the case of those employees within the jurisdiction of his office. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

The petition to be filed shall contain at least the following:

- A. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, Board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.
- B. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
- C. The aggrieved's understanding of the Stage I determination.

SCHEDULE C (Cont.)

D. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent or the Secretary-Business Administrator (as the case may be).

E. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

A. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, Board policy, or administrative decision which are alleged to be involved.

B. The dates upon which the Stage I proceeding was commenced and then determined.

C. The determination made at Stage I and the reasons therefor.

D. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.

Both the petition and the Stage I supervisor's answer

SCHEDULE C (cont.)

thereto shall be made available to the parties concerned.

Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent or the Secretary-Business Administrator shall then proceed to determine the matter, and he shall advise the parties of his determination within 15 working days from the date upon which the petition was first filed with him. His determination may be in either written or oral form.

F. Stage III

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board petition to be filed with the Board Secretary shall contain at least the following:

- A. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
- B. The date upon which the aggrieved was informed of the Stage II determination.

SCHEDULE C (cont.)

- C. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
- D. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
- E. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

Promptly after the filing of the Board petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 30 calendar days from the date of the filing of all papers or, in the case of a scheduled

SCHEDULE C (Cont.)

hearing, within 30 calendar days from the conclusion of the hearing. The Board's determination may be rendered orally or in writing. However, if the same is rendered orally, it shall be in the presence of the parties and an accurate summary thereof shall be made available.

SCHEDULE D

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- a. One day of absence per month of employment contract shall be allowed for personal illness each school year without pay deduction.
- b. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
- c. Absences beyond leave provided for in "a" and "b" will be extended by an additional number of days, equal to the number of days as were accumulated to the end of the previous fiscal year.

Administrative personnel shall be defined for this policy as those members of the staff of the school system whose primary responsibilities are overall organization and management of the school system or the individual schools or both. For the application of this policy, these persons are the superintendent, assistant superintendents, the secretary-business manager, assistant secretary, principals, director of special services, full time vice-principals, and full time administrative assistants.

This policy in all its effects shall include the coordinator of elementary instruction and the high school coordinator of instruction.

- d. Payment for absence beyond accumulated days may be taken into consideration by the Board. Regularity of attendance and length of service shall be considered.
- e. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- f. In Workmen's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

II. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III. OTHER ABSENCES

- a. In cases of CRITICAL illness in family requiring employee's presence, absence shall be allowed without deduction. This is to be EMERGENCY only and not extended to personal care of members of employee's family. The period shall be from one to five days at discretion of the Superintendent or the Secretary-Business Administrator as the case may be.

b. Emergency absence may be granted without pay deduction as follows:

1. By applicant submitting a special request on the special form provided to the administrator to whom he is responsible, prior to the occurrence of the absence if possible. This request should state what the emergency is that requires the employee's absence from duty.
2. Two days to be allowed for emergency during school year, with one unused day allowed to be cumulative until two such days have been accumulated, for a total of not more than four in any school year.

c. Maternity leave

1. Any employee of the Board of Education shall notify the administrator to whom she is responsible as soon as she is aware that she is pregnant. Mutual agreement can then be reached on the date of resignation, in cases of non-tenure employees, or application for a maternity leave of absence without pay, in case of a tenure employee. Her date of leaving will depend on ability to replace her, on the administrator's judgment as to the best date to leave, on the employee's wishes and her doctor's advice.
2. Leave of absence shall extend for one year following the birth of the child, and as much longer as may be required to terminate on the next succeeding July 1 for 12 month employees or September 1 for 10 month employees.
3. If unusual conditions prevail, the employee may apply to the Board of Education for permission to return to a position for which she qualifies, prior to the termination of the period for which leave was granted.

d. Days for Funerals

1. Absence due to death in immediate family shall be allowed without pay deduction up to five days.

Immediate family means husband, wife, father, mother, parents-in-law, child, brother, sister, and immediate members of household.

2. Absence due to death of other relatives shall be allowed without deduction for one day only for each death.

e. Court Order

In case of absence due to court subpoena or party to a suit, there shall be no deduction in salary, provided proof is filed with Board of Education.

f. Graduations

1. Employee's Graduation - Day of graduation shall be allowed without pay deduction.
2. Employee's child, husband, or wife - one day per individual shall be allowed without pay deduction.

SCHEDULE B

SABBATICAL LEAVE

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to benefit the general efficiency of the school system.

ELIGIBILITY

Any administrator or supervisor, represented by the Association, who complies with stipulations hereinafter described, may be granted a sabbatical leave of absence upon the recommendation of the Superintendent and with the approval of the Board of Education.

Sabbatical leave shall be understood to include one or more of the following activities: (1) study in an accredited institution of learning; (2) independent research and/or observation of problems connected with the schools or with the professional's area of responsibility; and (3) any other program approved by the Superintendent of Schools and the Board of Education. The Board will consider approving a reasonable request for travel if it is educationally oriented and the complete itinerary is presented to be approved by the Superintendent and the Board.

All eligible personnel shall have the privilege of selecting one of the following three plans. Once the individual has selected Plan A or Plan C and has been granted and has begun or has completed his first sabbatical leave of absence, he may not then attempt to switch to Plan B:

Plan A: A sabbatical leave of absence for one (1) year at half (1/2) pay after completion of seven (7) or more years of full-time continuous satisfactory service. A subsequent second one

(1) year sabbatical leave at half (1/2) pay may be requested for approval by the Board, to follow the initial leave after at least seven (7) more years of full-time continuous satisfactory service.

Plan B: A sabbatical leave of absence for one (1) year at full pay after the individual has completed at least eleven (11) and no more than fourteen (14) years or more of full-time continuous satisfactory service in the system. The fourteen (14) year limit will not take effect until November 1, 1971, under a "grandfather" clause. No sabbatical leaves for travel will be granted under this plan.

It is understood by both parties, the Board of Education and the eligible employee, that the studies pursued during the sabbatical leave be of direct and immediate benefit to the Livingston school system. It is also understood that if the individual selects Plan B and is granted and begins (or completes) his sabbatical leave of absence, he may not then attempt to switch to Plan A or Plan C during his tenure in the Livingston school system.

Plan C: One half (1/2) year of sabbatical leave at half pay may be granted only to fulfill residency requirements, when needed, for the completion of the Master's or the Doctor's degree, after the completion of at least seven (7) or more years of full-time satisfactory service.

If an eligible employee has selected Plan A and has been granted

and has begun - or completed - his first leave, he may be eligible for a second sabbatical under the terms of Plan A after at least seven (7) or more full-time years of service have been completed. If said employee has first been granted and has completed one-half (1/2) year at half pay leave of absence as stated above, he may then also be eligible for a subsequent sabbatical leave under the terms of Plan A of one (1) full year at half (1/2) pay after no less than seven (7) full-time service years have passed. However, he will not be eligible for the half (1/2) year at ~~full~~^{1/2} pay leave if he has already been granted and has begun - or completed - two (2) sabbatical leaves - as stated in Plan A.

An eligible employee who selects Plan B and who has been granted and who has begun - or completed - his leave shall not be eligible for the half (1/2) year leave at half pay or a sabbatical under Plan A.

NUMBER OF LEAVES AUTHORIZED

Not more than a total of two (2) percent (to the nearest whole number) of all teachers, administrators, and other personnel eligible for sabbaticals under the various plans may be granted a sabbatical leave for the same year; the total personnel eligible shall be based on the number of all teachers, administrators, and other personnel who are eligible for sabbatical leaves, taken as an entire group and not by discrete segments. The number of employees eligible for sabbatical leaves under this plan shall be determined as of November 1. In granting such leaves of absence, due consideration shall be given to the reasonable and equitable distribution of the applicants

among the different schools and departments. In the event more than two (2) percent of the eligible personnel of the system shall apply, applications for study, independent research and/or problem observation leaves will be given preferential treatment. At all times the needs of the school system as a whole shall be paramount.

APPLICATION FOR LEAVE

Application for sabbatical leave shall be made to the Superintendent on or before November 1 of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following in accordance with the official school calendar.

Applications shall include a formal sabbatical leave request and shall also include a program or itinerary to be followed by the professional during the period of the leave.

As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston school system for a period of at least two (2) years after the expiration of the sabbatical leave.

SALARY

The salary granted to an employee on sabbatical leave shall be:

- (1) one-half (1/2) of the full year salary to which he would be entitled if not on leave (when employee has selected Plan A and has been granted a full year leave at half (1/2) pay);
- (2) one-half (1/2) of the full salary to which he or she would be entitled if not on leave (when employee has selected Plan C and has been granted a half-year (1/2) leave at half pay);
- (3) full salary to which he or she would be entitled if not on leave (when employee has selected

and has been granted Plan B) - all of the foregoing less the regular deductions required by law, the Teachers' Pension Fund, and other deductions authorized by the employee.

In no case shall any employee's total earnings while on sabbatical leave exceed the amount of money he would have earned under contract had he remained in his teaching position for the year. In the case of employees under Plans A and C, such supplementary income as compensation, reimbursement, grant, or dependents' allowance shall be added to the funds granted by the Board, and the amount above the salary which the employee would have earned under his regular school contract shall be offset against the amount to be paid by the Livingston Board of Education. In the case of employees under Plan B, all compensation, reimbursement, grants or dependents' allowance shall be offset against the amount to be paid by the Livingston Board of Education. Money earned at work which is not part of the sabbatical plan is exempt from inclusion in the reckoning of an offset.

Sabbatical salaries shall be paid in accordance with the general time schedule for the payment of salaries in the Livingston School System.

OUTSIDE EMPLOYMENT

During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment which interferes with the proper use of the sabbatical leave.

STATUS OF TENURE AND PENSION

The period of sabbatical leave shall count as regular service

for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance the usual step on the salary guide.

REINSTATEMENT

At the expiration of sabbatical leave, the employee shall be reinstated as a full-time employee of the Livingston School System.

FINAL REPORT

The employee will submit a final written report to the Superintendent which will be reprinted in the Superintendent's monthly report. The report will relate the ideas gained and subsequent benefits expected therefrom, and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

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